

AARON K. STUCKEY, OSB #954322

aaronstuckey@dwt.com

JENNA L. MOONEY, OSB #993249

jennamooney@dwt.com

JAMES G. PARKER, OSB #124164

jamesparker@dwt.com

BLAKE J. ROBINSON, OSB #084545

blakerobinson@dwt.com

DAVIS WRIGHT TREMAINE LLP

1300 S.W. Fifth Avenue, Suite 2400

Portland, Oregon 97201

Telephone: (503) 241-2300

Facsimile: (503) 778-5299

Attorneys for Plaintiff Beecher Carlson Holdings, Inc.

IN THE UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

AT PORTLAND

BEECHER CARLSON HOLDINGS, INC., a
Delaware corporation,

PLAINTIFF,

v.

DAN DeGRANGE, an individual; and
WILLIAM P. MOONEY, an individual,

DEFENDANTS.

Case No. 3:13-cv-01809JE

**ORDER ON PLAINTIFF'S MOTION
FOR PRELIMINARY INJUNCTION**

THIS MATTER comes before the Court on Plaintiff Beecher Carlson Holdings, Inc.'s ("BHCI") Motion for Preliminary Injunction. Based upon the parties' prior submissions and arguments, as well as the parties' Stipulated Motion for Preliminary Injunction, the Court finds and rules as follows:

1. There is a likelihood that plaintiff will succeed on the merits of its claims against defendants Dan DeGrange and William P. Mooney (collectively, "Defendants") alleging that Defendants have breached their respective Employment Agreements that they entered into with BCHI and its wholly owned subsidiary, JBL&K Risk Services, LLC (collectively, "Beecher Carlson").

2. Plaintiff will likely suffer irreparable harm in the absence of preliminary injunctive relief.

3. The irreparable injury plaintiff faces outweighs any injury that Defendants will sustain as a result of the preliminary injunctive relief.

4. An injunction is in the public interest under the circumstances presented here.

IT IS HEREBY ORDERED that plaintiff's Motion for Preliminary Injunction is GRANTED.

IT IS HEREBY ORDERED that:

1. From the date of this Order until final judgment is entered in this action, Defendants shall be immediately enjoined from breaching or threatening to breach the non-solicitation provisions of the Employment Agreements as follows:

a. During the Restricted Period, Defendants will not directly or indirectly solicit or induce, or attempt to solicit or induce, any employee of Beecher Carlson, to terminate his or her relationship with Beecher Carlson and/or to enter into an employment or agency relationship with Defendants or with any other person or entity with whom Defendants are affiliated, including Propel Insurance.

b. During the Restrictive Period, Defendants will not solicit, divert, take away or accept Business from any Customer of Beecher Carlson for the purpose of providing insurance brokerage, risk management, or related services that are competitive with Beecher Carlson's Business.

c. The term "Customer" means (i) any person or entity that was a customer

of Beecher Carlson during the last twenty-four (24) months of Defendants' respective employment with Beecher Carlson; and (ii) any prospective customer that Defendants solicited on behalf of Beecher Carlson during the last twenty-four (24) months of their employment with Beecher Carlson for purposes of selling or providing goods or services related to the Business.

d. The term "Business" is defined as the business of property and casualty insurance services, employee benefits services, workers' compensation program services, personal insurance services, and risk and claims management services.

e. The term "Restricted Period" is defined as two (2) years from the date of entry of the Temporary Restraining Order in this matter (October 23, 2013).

2. Defendants are required to provide a copy of this Preliminary Injunction Order to any and all former Beecher Carlson employees that are now employed by Propel Insurance and to any and all former Beecher Carlson customers that moved their account(s) to Propel Insurance.

3. Pursuant to Section 7(k) of the Employment Agreements, Defendants pay plaintiff's reasonable attorney fees incurred herein through the date of entry of this Order.

4. Pursuant to Section 7(k) of the Employment Agreements, plaintiff shall not be required to provide security for the preliminary injunction provided hereunder.

November

IT IS SO ORDERED THIS 1 day of ~~XXXXXX~~ October, 2013.

/s/Michael W. Mosman

MICHAEL W. MOSMAN
United States District Court Judge